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ABSTRACT

This paper examines the importance of contracts in formalizing agreements between libraries to provide services to off-campus students and describes the development of one such contract. Topics addressed include: (1) the value of contracts in clarifying responsibilities and elevating contracted services in the hierarchy of institutional priorities; (2) the role of library administrators and lawyers in contract development, including the responsibility of lawyers for reviewing the intent and clarity of the content of the contract and the contract's technical formalities; and (3) the evolution of one contract between Regis University (Colorado) and a community library, including a description of model contracts, drafting the contract, submitting drafts for review by university officials and library staff, presenting the final document to an attorney, and finally presenting it to the director of the cooperating library and its attorney. This discussion also includes a review of the literature for useable models, a list of the categories of information to be used in the contract, response provided by Regis staff to drafts of the contract, and the response of the partner to the contract. (Contains 9 references.) (KRN)

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The Tie That Binds:
The Role and Evolution of Contracts in Interlibrary Cooperation

by

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Abstract

The importance of contracts in formalizing agreements between libraries to provide services to off-campus students is examined. The emphasis is on the complementary roles of library administrators and lawyers in formulating these agreements, the categories of a sound contract, and an analysis of the evolution of a specific Regis University contract (full texts are provided).

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Introduction

The "ACRL guidelines for extended campus library services" advocates the use of "written agreements" when the resources and services of unaffiliated local libraries are used to support the information needs of the extended campus community (Association of College and Research Libraries, 1990). In searching the literature of libraries and higher education for models of these contracts, we were not helped. This topic is a major lacunae in the growing field of off-campus library services.

We would like to examine the importance of contracts in formalizing agreements between libraries to provide resources and services to off-campus students. Emphasis will be on the complementary roles of library administrators and lawyers in formulating these agreements, the categories of a sound contract, and an analysis of the evolution of a specific Regis University contract.

The Value of Written Agreements

Agreements take many forms. A verbal agreement with a hand shake is one of the simplest. Some oral arrangements are followed by a memorandum of understanding written by one of the parties. Still others are as nonchalant as a phone call asking for

assistance. But our focus is on something much more exacting -- a written contract -- a formal, legal document that has been negotiated by library administrators, reviewed by attorneys of both parties, authorized by the administration of both parties, and finally signed by the appropriate officials of the two institutions.

The value of written agreements is multiple. First, they formalize the libraries' plans. A library's good intentions are not left to chance, a host of competing interpretations, the personality of one individual, nor the changing priorities of new administrators. Clarity comes when two institutions carefully hone the text of their common plans and thereby unambiguously establish the goals and objectives of the partnership.

A written agreement also establishes the boundaries of mutual responsibility. Without clear statements one library could easily nurse expectations of the other that are not shared by the partner. For example, a statement such as "The Horace Public Library will provide reference services for Hopewell College students" easily gives rise to expectations as diverse as answering basic information questions to providing extensive data base searching. Mismatched expectations are the root of niggling discontent which easily sprout into dissension. Cooperation cannot flourish in such a thicket. Written agreements eradicate the undergrowth of carefree and careless informality.

Another benefit accrues to the library budget. A contract for interlibrary cooperation will not be abrogated when fiscal constraints are grim. A contract is simply a contract and will be honored. It must be honored. A written contract thus elevates the status of these partnerships to the level of institutional priority and insures it against the vagaries of adverse budget seasons.

When two institutions invest this kind of care in an agreement, they are also saying something powerful about its priority in the hierarchy of the institutions' missions. The importance of the new arrangement calls for an appropriate level of care. It demands the formality of a contract.

This quartet of values -- formalizing the library's plan, establishing the boundaries of responsibility, protecting the library budget, and signaling the priority of the partnership -- coalesce to create a solid foundation on which to build interlibrary cooperation.

The Role of Library Administrators

The leadership role in contract negotiation of necessity falls to the librarians. They are the ones who must respond to new institutional initiatives and sketch the way to library services for geographically dispersed faculty and students. They must look for library partners and assess their potential for the delivery of specified services.

The attentive librarian will take the initiative in exploring options with other libraries, advising his or her administration on the progress of the discussions, and then taking the lead in the actual negotiation of the contract.

The Role of Lawyers

Lawyers need to play a key role in the development of written contracts. Their role is assured in most state institutions and larger universities where administrative policy is formal and exacting. However, in smaller private colleges and universities contracts are frequently forged without the assistance of legal counsel. Contracts which bypass the scrutiny of the attorneys <u>for both parties</u> should be avoided at all costs. The litigious bent of today's society casts a shadow of pure folly on any institution that would bind itself to another institution without legal review.

The contribution of the lawyer is twofold. First, is content. Are the goals of the two parties truly accomplished in the document? Are these goals understandable to persons other than the principals? In times of disagreement or even renewal, the original parties are often no longer at the institution. It is essential that the intent of the partners is clear and unambiguous. If the contract is in any way inaccurate or ambiguous in its content, it is the obligation of

the attorney to insist on precision and clarity.

The second major focus of the attorney is process or the technical formalities of a contract. It is important to be reminded that a lawyer's task is not to remake a deal but to insure that it is well constructed. Are the elements that comprise a formal contract present in the document? An attorney will make sure that the proper legal names of the parties are used, that the principals are in fact legal representatives of their respective institutions, and that the prospective partner is of sufficient substance to perform the obligations of the contract.

Common questions to be answered include: Why are the parties entering into this agreement? What is the benefit and detriment for each? What provisions are included to coerce behavior when something goes wrong? And if things do go wrong, in what legal jurisdiction will court proceedings take place?

The language of contracts is often criticized as archaic, wooden, difficult to comprehend, and even when understandable, seemingly offensive or combative in tone. This is the acidic land of "wherefore's" and "heretofore's" but no petit fours! The terminology is indeed of considerable ancestry and comprises the essential tools of the trade known as "terms of art." These words and phrases are not simply irrelevant "legalese" bent on frustrating the layperson. They have well defined denotations that are readily understood by attorneys and the court system. If these terms are avoided in favor of the vernacular, the range of interpretation broadens considerably and the risk of confusion and alternate interpretations grows exponentially.

On the other hand, these documents do not have to be written in stifling argot (See appendices #1 and #2). There is a balance to be achieved between the essential terms of legal exactitude and the natural language of the contracting parties.

The seemingly abrasive character of some of the language arises in part from one of the critical purposes of a contract. It must address what is to happen if the parties do not live up to their

responsibilities or the partnership dissolves. In a very real way, it functions as a prenuptial agreement. Lawyers pour cold water on the ardor and goodwill of the would-be couple and force them to decide up front what will happen if a divorce is necessary. The contract thus states in advance of any difficulty what the penalties and procedures for default are to be.

Contracts do not need to be complex documents. This fact is especially the case in certain areas of higher education which operate under the rubrics of accreditation and professional organization guidelines. These documents create a context of established norms for standard academic practice. For example, the articulation agreements between Regis University and the community colleges of Colorado are not legal mazes because they build on the formal guidelines of the North Central Accreditation Association and the Colorado Community College and Occupational Education System.

Similarly, the memoranda of understanding between Regis University and other cooperating libraries are not complicated because they are guided by the "ACRL Guidelines for Extended Campus Library Services (ACRL, 1990)."

Attorneys not only insure that the intent of the parties is faithfully expressed in "terms of art", they protect the interests of their institutions. Lawyers for a college will not allow their library to take inappropriate risks or incur unanticipated liability.

As librarians increasingly negotiate contracts for new library ventures, they should insist that their institutions insure the success of these sui generis documents and provide legal assistance (footnote #1). Brokering a contract without the counsel of an attorney is as misguided as venturing to a tree limb during a mid-western electrical storm.

The Evolution of a Contract

Regis University Libraries currently provide services to extended campus students in fifteen different locations within the states of Colorado and Wyoming. Our first written contract for cooperative

services with a community library was in Loveland located approximately sixty miles from Denver.

The evolution of the written contract at Regis was both deliberate and thorough. The literature was searched for models of legal documents outlining cooperative agreements in educational settings. Articulation agreements and their history at this institution and at others were reviewed. Drafts of the written contract were circulated to the campus attorney, vice president for academic affairs, deans, assistant library directors and library department heads for critique. Meetings were held with the principals of the cooperative venture to determine whether expectations on both sides were properly outlined in the document. After several re-writes, a final document was presented to the Regis attorney for review and then to the director of the cooperating library for review by the Loveland attorney and then final signature.

It became evident very quickly in searching for models of written contracts between academic and public libraries that these were few and far between. The literature presented numerous examples of cooperative education, particularly between public schools and public libraries or public schools and colleges, but only a few examples about formal agreements between public and academic libraries. None of these examples offered the complete text of the written contracts, but excerpts from these assisted us in outlining the potential categories for our agreement.

One of the earliest models was the St. Joseph's College (New York) agreement with the Levittown Public Library (Travis, 1982). In summary, it provided for orientation, reference services and borrowing privileges at the public library for the college's extended campus students in exchange for the college's purchasing and processing books and serial subscriptions to be added to the public library collection. A two-year term of agreement and procedures for renewal or termination were laid out in this document. An interesting facet of the agreement was the section determining ownership of materials. It was made clear from the beginning that, should the partnership dissolve, all materials except for journals would remain the property of the college library. In

addition, the college library would reimburse the public library for the cost of processing all materials.

These two points were a major divergence from Regis' developing philosophy. At Regis, a fundamental of goodwill was the premise that all materials would become the property of the public library immediately upon purchase. The public library would absorb the cost of processing the materials. It was obvious to us that the content of the Regis-Loveland contract would differ significantly from these models on the issues of ownership of materials and the costs for processing those materials.

Another example of the St. Joseph option is the agreement between the University of South Alabama and both the Fairhope Public Library and the Faulkner State Junior College Library (Bush and Damico, 1988). It spells out the intent for all library materials to remain the property of the university should the cooperative venture dissolve.

The history of articulation agreements nationwide and within our own institution gave us a little better starting point. Articulation is not a new concept. The term was commonly used in the 1960's and early 1970's to refer to arrangements between the newly popular junior colleges (also referred to as two-year or community colleges) and the more traditional four-year colleges. Articulation agreements laid out the responsibilities of both institutions in facilitating a student's progress toward a college degree. More specifically, they outlined the requirements and procedures necessary for transfer from the junior college to the four-year college. Articulation agreements developed at the grass roots level because people who had a serious interest in the plight of the transfer student decided to meet and search for a solution (Coughlin, 1974). In much the same way, our cooperative agreements were initiated at the grass roots level by people who had a serious interest in meeting the library needs of extended campus students.

There are a number of contrasting models in use for improving articulation. Most, however, focus on several recurring themes. The first of these is the

building of a "foundation of mutual respect and acceptance" between the two institutions entering the agreement (Hertig:40). It is essential to success that an equal partnership of the two institutions is acknowledged from the very beginning (Darnes, 1974). In the case of Regis, this foundation was nurtured by a series of meetings with library administration and community leaders in Loveland to discuss mutual needs and areas in which contributions could be made by each institution. Trust was built by attendance at local meetings and fund raisers and enhanced by the knowledge that our institution was already providing quality education to Loveland residents.

Second is a local focus on the problems to be addressed (Hertig, 1973). Applied to our situation, specifically what library materials and services were needed by Regis students and the community of Loveland?

A third area of the model is the "establishment of a mechanism which permits effective and efficient communication between the two kinds of institutions." (Hertig:42) Who would the principals be in negotiating the contract and what steps would be taken in these negotiations?

A fourth and very important aspect of the models is the emphasis on student and/or community follow-up (Hertig, 1973). How would the effectiveness of the cooperative agreement be evaluated?

Finally, a rationale is needed for how to provide the materials and services identified as needed (Hertig:42). A major part of our rationale evolved and became entwined with two Library Services and Construction Act grant proposals that were submitted and approved to provide access to the on-line catalog CARL and monies for cooperative collection development at the Loveland Public Library (LPL).

In looking at Regis University's articulation agreements with a number of junior colleges, there were several aspects that were of interest to us in writing our own cooperative library agreement. How was the purpose of the agreement stated? How were the responsibilities of each institution outlined? To what legal issues should we be alerted? Was there a method of evaluation integrated into the process? Was the

term of the contract specified and the procedure for terminating the contract outlined? It is interesting to note that when we drafted our first cooperative library agreement, the University's articulation agreements with extended campuses were extremely lengthy and detailed, yet we chose to keep ours fairly short and simple. Since that time, the University has moved to a much more streamlined version of articulation modelled by the University of Colorado - Denver. In 1990, the Articulation Agreement Committee at Regis recommended the adoption of an agreement that was greater in scope (one agreement would apply to at least 15 junior/community colleges in the state of Colorado), easier to maintain, more attractive to students and competitive with other four-year colleges (Regis College, 1990).

Using Regis' standard articulation agreement as a model, a checklist of contract categories was established that facilitated the writing of the cooperative library agreement. These categories were:

1. **The preamble.**
   (What is the background to the agreement? Who are the parties? What is the general purpose of the contract?).

2. **Responsibilities of the college or university.**
   (What are the obligations of the initiating institution?).

3. **Responsibilities of the partner.**
   (What are the obligations of the partner?).

4. **Term of the contract.**
   (What is the timeframe for the agreement?).

5. **Renewal of contract.**
   (What are the steps for negotiating another contract?).

6. **Provisions for termination.**
   (What steps does either party take to end the agreement?).

7. **Signers and date.**
   (Who are the authorized, legal

representatives for the institutions? What is the date of the signing?).

In addition, we added another category:

8. **Review of the contract.**
(How is the contract to be evaluated? May changes to the contract be made while the contract is in force? And if so, how? Should evaluation be on a regular schedule or simply reviewed immediately prior to renewal?).

Our first draft of a "Memorandum of Understanding Between The Loveland Public Library and Regis College Libraries" incorporated all eight of these categories. Although this document went through a series of critiques, the eight categories remain today.

Comments about the first draft ranged from a "bravo" from the media services librarian, questions about educational programs being served and photocopy charges by the assistant director of libraries, to a series of questions from the technical services librarian. Included in these were questions of identity: Which Regis libraries are included in this agreement? How will a Regis student be identified at the LPL? Another area encompassed questions of responsibility: Who would have the primary responsibility for selection of materials? Who would catalog and process these materials? Would LPL librarians be responsible for any bibliographic instruction? Would the Regis branch libraries still have right of first refusal on gift books? Technological questions followed: Would a WATS line be installed to facilitate reference and interlibrary loan services? Would the on-line catalog be dial-up or dedicated lines? Would the catalog include LPL's holdings? Only one of the critiques questioned the two-year length of contract.

The second draft of the "Memorandum of Understanding Between The Loveland Public Library and Regis College" incorporated many of the changes suggested after the first draft, and provided further clarification of additional areas. A re-writing of the preamble section was much more effective at emphasizing the positive aspects of the cooperative agreement.

Services, such as the Business Index and CARL, were described in greater detail and issues of time and charges for these services were addressed. Provisions were made for future technological improvements. Responsibility for the selection, cataloging and processing of materials was more specifically outlined.

The area of the second draft that subsequently came under fire was the section on LPL responsibilities: Would a proof of address be required in addition to a current Regis I.D. card? Would priority be given by LPL to the processing of resources purchased by Regis? Would LPL be asked to provide the facilities for bibliographic instruction by Regis librarians? Should the responsibility for instructing Regis students and faculty about LPL procedures and regulations belong to the Regis Libraries or LPL? The issue of the length of contract was still unclear.

Once again, many of the changes suggested after the second draft were adopted in draft #3. This draft was then sent to the dean of career programs, the vice president of academic affairs and the assistant director of the Colorado Springs branch library to undergo their scrutiny. It was felt that the contract between the two libraries should be something that was known and supported by the college as a whole.

Comments from the dean took issue with the open-endedness of some of the statements in the section on Regis' fiscal responsibilities: Would we really spend $5,000 or more per year to add to the LPL collection? Would the statement about bringing up CARL be better if amended to say it would be brought to LPL as soon as Regis deemed it fiscally feasible? Exactly what would the patrons be charged for copying costs? How could we guarantee that we would reimburse the LPL for resources lost or mutilated by any non-Loveland Regis student? The only suggestion about the LPL section was to ask them to place a bookplate identifying the Regis partnership in materials purchased under the agreement. The assistant director of the branch library reiterated concerns about priority of processing and responsibilities for bibliographic instruction.

The final document was reviewed by the Regis attorney, then submitted to the director of the LPL.

After review by the city attorney, it was signed by both parties (see Appendix #1). The entire process from first draft of the agreement to the signing of the final document was six months.

After the initial contract had been in effect for two and a half years, we began the process of renegotiating a second contract. Our first step was to schedule a meeting with the LPL director, assistant director and reference librarian. At this meeting, we read through the original contract together, discussed things that had worked well and others that hadn't, made suggestions for areas that needed changes or clarification and talked about new areas to emphasize in the next three years. The meeting was extremely positive on both sides and we adjourned with the promise to provide LPL with a draft of the new contract in several weeks. We then drew up the new draft incorporating items from our discussion and submitted it to our campus attorney for review.

The document was returned to us a week later with two pages of comments and suggestions. These were, without exception, all changes in the process or formalities of the document. The content of the contract was accepted without question. The suggested changes were made and the contract was then sent to the director of the LPL for review by their staff and attorney.

The LPL staff studied the draft and recommended that no further changes be made. It was then reviewed by one of the city attorneys. That lawyer had two concerns. First, that the renewal clause be stated more clearly. He proposed a revised text. And second, that the signatory for the LPL be changed. Inasmuch as Colorado State law mandates that only the chairperson of the Library Board may obligate the library through a contract, it was incorrect to have the director of the LPL signing the contract.

These changes were acceptable to Regis. However, LPL's attention to the legal absolutes governing signatures to contracts occasioned an internal review of Regis protocols for the signing of contracts. It was discovered that by-law changes since 1988 now restricted signing authority to the president and a number of the vice presidents. Thus the draft was

further amended to have the president of Regis University as the signing party to the contract. It seemed appropriate to have Regis' highest ranking officer sign the document rather than a vice president, as a reciprocal to LPL's chairperson of the Library Board. It also enabled the institution to give the agreement a level of recognition that lifted it above the routine. It deserved the president's attention.

The second contract with the Loveland Public Library is now ready for the signatures. The renegotiation of the second contract took four months.

Conclusion

The Director of the Loveland Public Library recently stated at a meeting of the Colorado Library Association that the relationship with the Regis Libraries was "a marriage made in heaven." We concur. Certainly, the care that went into the creation and refinement of the contract carried a matchmaking quality with it. A formal document has become a "tie that binds" in word as well as in spirit.

Footnote #1

Specialized tools for attorneys in higher education are few. The Legal Deskbook for Administrators of Independent Colleges and Universities (Macon, Ga: Mercer University Press for the Center for Constitutional Studies, Mercer University, 1988) is a loose-leaf service that began in 1981 at the University of Notre Dame. It has subsequently gone through three revisions. Attorneys complain that while it was a good idea, it has not been kept sufficiently current and substantive. The Journal of College and University Law, published by the National Association of College and University Attorneys (ISSN 0093-8688) is the key journal for the field.

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Appendices

#1 "A Memorandum of Understanding Between The Loveland Public Library and Regis College Libraries, 22 August 1988."

#2 "A Memorandum of Understanding Between The Loveland Public Library and Regis University Libraries, August 1991." Proposed text as of 1 July 1991.

Note: Regis changed its name from Regis College to Regis University in 1990.

Appendix A

A Memorandum of Understanding Between
The Loveland Public Library and Regis College Libraries

22 August 1988

The inauguration of Regis College degree programs in Loveland in July 1986 closely coincided with the opening of the Loveland Public Library's new facility. It is four blocks away from the Regis-Aims Center.

Given the proximity of the new Loveland Public Library (LPL) to the Regis building, the strength of its collections, and the skills of its staff, it seemed unwise for Regis to launch an independent Regis branch library in Loveland. Rather, it explored a unique partnership with the LPL so that the total community resources could be strengthened.

Regis College is appreciative of the quality of the LPL collections and services. However, it acknowledges that it has the primary responsibility for identifying, developing, and providing resources and services which address the information needs of its students and faculty in the Loveland programs. It recognizes that responsibility in initiating this document.

In acknowledgement of the mutual value of the cooperative library ventures already informally in place and in the belief that a formal agreement will enlarge and clarify this cooperation,

The Regis College Libraries agree to:

1. Extend full borrowing privileges to any Loveland citizen in all of its libraries.

2. Give priority processing to all inter-library loan originating from the Loveland Public Library. These requests may be on the standard ALA form, but telephone requests will be honored as well as encouraged. Through the CCLS and HPRL courier systems, in which Regis and LPL are members, most requested items should arrive at the LPL within two (2) days.

3. Engage in joint fund raising efforts, especially grant proposal development, to the mutual

benefit of Loveland citizens and Regis students in the Loveland area.

4. Provide a subscription to the Business Index -- a monthly business periodical indexing service accessed through a microfilm reader. The full costs of the subscription, hardware, and hardware maintenance will be born by Regis. This Index provides information on the articles of over 800 business periodicals, such as Fortune, Harvard Business Review, and many others.

Over 600 of these journals are in the Regis collections. They will be copied upon request and sent via courier to Loveland. The turn-around time is 48 hours on the average. Copying costs will be charged back to the patron.

Regis will replace this microfilm service by an InfoTrac, CD-Rom service when demands on the Business Index no longer make that service effective for Regis students.

5. Provide collection development funds in areas pertinent to its RECEP II Program. In 1988-89 such funds will be no less than $5,000.

Regis librarians will be responsible for selecting and ordering these materials in consultation and coordination with the loveland librarians.

Ownership of these volumes will be retained by the Loveland Public Library.

6. Bring the CARL on-line catalog to the LPL as soon as Regis deems it fiscally feasible. The CARL catalog is the gateway to the Regis libraries. It will not only offer Loveland residents a comprehensive catalog to the Regis libraries but to many of the major academic libraries along the Front Range, including the University of Northern Colorado (Greeley), the University of Colorado (Boulder), the University of Denver, the School of Mines, the Auraria Library, and the Denver Public Library. Over 4.5 million titles are now on this growing system.

7. Place special densities of resources from its libraries on reserve in the Loveland Public Library when course requirements demand such special augmentation of

the LPL collection.

8. Provide in-service orientation sessions for the LPL reference librarians for the subject areas of its curriculum.

9. Provide bibliographic instruction lectures for Regis students in coordination with the LPL reference staff.

10. Make available to LPL portions of the resources that Regis receives through gifts or withdrawals from its collections.

11. Advise LPL on its collection development work when appropriate and upon invitation from LPL staff.

12. Regis students will be subject to all the rules and regulations of the Loveland Public Library. Regis will reimburse the LPL for any resources that are lost or mutilated by any non-Loveland Regis student.

13. Regis College will instruct its students, faculty, and administration in the procedures and regulations in force at the LPL as well as the appropriate specifics of this agreement.

The Loveland Public Library agrees to:

1. Grant library privileges to all Regis students presenting a current Regis ID card and proof of address.

2. Catalog and/or process the resources purchased by Regis College for the Loveland Public Library and assume those processing and cataloging costs. Priority will be given to the processing of these materials.

3. Intershelve the resources purchased by Regis College with its own collections and make them available to all patrons according to established LPL procedures.

4. Place a bookplate in the volumes purchased under this agreement which identifies them as provided by the Regis College Libraries.

5. Provide reference assistance and inter-library loan service to all Regis students.

6. Provide a "temporary refereńce" service (reserve service) for the Regis faculty.

7. Provide facilities for bibliographic lectures for Regis classes, subject to the availability of the LPL meeting rooms.

Regis College librarians and LPL librarians agree to assess the progress and effectiveness of these arrangements on a quarterly basis and revise and refine them as mutually agreed upon.

This agreement will be in force for three (3) years with automatic, annual, one-year renewals, subject to the option of either party's notifying the other in writing of the intention to terminate the agreement ninety (90) days prior to the annual renewal date.

_____

Elaine Puls, Director, LPL

_____

Date

_____

Andrew D. Scrimgeour, Director of Libraries, Regis College

_____

Date

Appendix B

A Memorandum of Understanding Between
The Loveland Public Library
and
Regis University Libraries

August 1991

The inauguration of Regis University degree programs in Loveland in July 1986 closely coincided with the opening of the Loveland Public Library's new facility. It is four blocks away from the Regis-Aims Center.

Given the proximity of the new Loveland Public Library (LPL) to the Regis building, the strength of its collections, and the skills of its staff, it seemed unwise for Regis to launch an independent Regis branch library in Loveland. Rather, it explored a unique partnership with the LPL so that the total community resources could be strengthened. An extremely successful cooperative relationship between the Loveland Public Library and Regis University Libraries has been in effect for the last three years.

Regis University is appreciative of the quality of the LPL collections and services. However, it acknowledges that it has the primary responsibility for identifying, developing, and providing resources and services which address the information needs of its students and faculty in the Loveland programs. It recognizes that responsibility in initiating this document.

In acknowledgement of the mutual value of the cooperative library ventures already formally in place and in the belief that this agreement will continue to enlarge and clarify this cooperation,

The Regis University, through the University Libraries, agrees to:

1. Extend full borrowing privileges for any Loveland citizen to all of the general usage libraries of the University, subject to the rules and regulations which pertain to usage of those libraries.

2. Give priority processing to all inter-library loan requests originating from the Loveland Public Library. These requests should be on the standard Regis Interlibrary/Intercampus Loan form, but telephone requests will be honored as well as encouraged. Through the CCLS and HPRL courier systems, in which Regis and LPL are members, most requested items should arrive at the LPL within two (2) days.

3. Engage in joint fund raising efforts, especially grant proposal development and submission, which both parties believe to be mutually beneficial to their service of the citizens of the City of Loveland, and Regis University students and programs.

4. Obtain and provide to LPL a subscription to, and the related hardware and hardware maintenance for the Business Index, and provide, upon request from LPL, copies of journal articles indexed in the Business Index which are maintained in the Regis University collections. Those articles will be transmitted by a courier or other available means with the intent of attempting to provide those copies no later than 48 hours, during normal operating periods, after receipt of the request.

5. Expend not less than $5,100 during fiscal year 1991-92, and equivalent amount inflated by any increase in the Bureau of Labor Statistics, Cost of Living Index, All Items, Denver, Colorado, for each succeeding fiscal year that this Memorandum of Understanding is in effect. Such funds shall be expended by the Regis University Libraries in support of the RECEP II Program collection at LPL as it in its discretion deems appropriate. Priority areas of collection development for the term of this contract will be religion and philosophy. All items acquired and delivered to the LPL shall become the property of the Loveland Public Library, subject to such usage, conditions and restrictions that are contained herein and/or as established from time to time by the Regis Libraries.

6. Provide the annual operating fee for maintenance of the CARL on-line catalogue at the LPL. Such fee may be paid directly to CARL by Regis. It is understood and agreed that all of the CARL hardware, software, and related materials

provided by, paid for directly or indirectly (e.g., through grant funding) by Regis shall be the property of Regis, and upon termination of this Memorandum, shall be subject to disposition at the direction of Regis.

7. Place special densities of resources from its libraries on reserve under conditions established on a case by case basis through discussions between Regis and the LPL librarians in the Loveland Public Library when course requirements demand such special augmentation of the LPL collection.

8. Provide in-service orientation sessions as reasonably necessary for the LPL reference librarians for the subject areas of its curriculum.

9. Provide bibliographic instruction lectures for Regis students in coordination with the LPL reference staff.

10. Make available in the discretion of Regis to LPL portions of the resources that Regis receives through gifts or withdrawals from its collections.

11. Advise LPL on its collection development work when appropriate and upon invitation from LPL staff.

12. Regis students will be subject to all the rules and regulations of the Loveland Public Library. In Virginia Boucher's Interlibrary Loan Practices Handbook, it is suggested that "all costs of repair or replacement must be met by the borrowing library." In accordance with the spirit of this document, Regis will reimburse the LPL for any resources that are lost or mutilated by any non-Loveland Regis student provided that LPL has first exhausted its reasonable efforts to recover the replacement cost of the resources from the patron, and that LPL does in fact replace the resource.

13. Regis University will instruct its students, faculty, and administration in the procedures and regulations in force at the LPL as well as the appropriate specifics of this agreement.

The Loveland Public Library agrees to:

1. Grant library privileges in accordance with LPL rules and regulations to all Regis students presenting a current Regis ID card and proof of address as long as they adhere to the rules and regulations in force at the LPL.

2. Catalog and/or process the resources purchased by Regis University for the Loveland Public Library and assume those processing and cataloging costs. Priority will be given to the processing of these materials.

3. Intershelve the resources purchased by Regis University with its own collections and make them available to all patrons according to established LPL procedures.

4. Place a bookplate in the volumes purchased under this agreement which identifies them as provided by the Regis University Libraries. A new bookplate will be provided by Regis incorporating the name change to University.

5. Provide reference assistance and inter-library loan service to all Regis students.

6. Provide a "temporary reference" service (reserve service) for the Regis faculty.

7. Provide facilities for bibliographic lectures for Regis classes, subject to the availability of the LPL meeting rooms.

8. Maintain reasonably appropriate collections security procedures and insurance coverage on all resource materials provided by Regis under the provisions of the Memorandum.

9. Replace all lost, damaged, or stolen resources or materials provided by Regis under the provisions of this Memorandum unless otherwise agreed by Regis.

10. Provide services in accordance with applicable Federal, State and local non-discrimination laws, ordinances and regulations.

Regis University librarians and LPL librarians agree to assess the progress and effectiveness of these arrangements on a quarterly basis and revise and refine them as mutually agreed upon.

This agreement will be in force for three (3) years with automatic, annual, one-year renewals, during this three (3) year period, subject to the option of either party's notifying the other in writing of the intention to terminate the agreement ninety (90) days prior to the annual renewal date.

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Juanita Cisneros, Chairperson,
Loveland Public Library Board

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Date

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David M. Clarke, S.J., President,
Regis University

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Date